

## REMARKS

Applicants have thoroughly considered the October 23, 2006 Office action and respectfully request reconsideration of the application as amended. By this Amendment, claims 1, 5-6, 10-11, 15, 19, 23, and 27 have been amended to more clearly set forth the invention. Claims 1-27 are presented in the application for further examination. Applicants respectfully request favorable reconsideration of the application in light of the amendments and following remarks.

In response to item 2 on page 2 of the Office action, Applicants have amended claims 1, 5-6, 10, and 15 after having reviewed the July 21, 2006 and the August 29, 2005 amendments, pursuant to 37 CFR §1.121. Because Applicants previously deleted “is subject to the persisted policy scheme”, the present Amendment E corrects the inconsistency by showing “defined by the persisted policy” as inserted text. In addition, Applicants submit that the recitation of “is modified if...” within the element “configuring the updating process...” of claims 16 and 19 is consistent with the Amendment C filed on January 13, 2006 in which the language “is unavailable if...” was amended to “is modified if...”. Therefore, based on the above clarification, Applicants submit that the rejection of claims 1, 5-6, 10-11, 15-16, and 19 under 35 U.S.C. §112, second paragraph should be withdrawn.

### 35 U.S.C. §101

Claims 5, 10, 15, 19, 23, and 27 stand rejected under 35 U.S.C. §101 because the claimed invention is directed to non-statutory subject matter. In particular, the Office argues that the term “media” used in the rejected claims above includes in the specification intangible subject matter. In response, Applicants hereby amend the claims 5, 10, 15, 19, 23, and 27 to recite “computer-readable storage medium.” Therefore, the rejection of claims 5, 10, 15, 19, 23, and 27 under 35 U.S.C. §101 should be withdrawn.

### 35 U.S.C. §102(b)

Claims 1-27 stand rejected under 35 U.S.C. §102(b) as being anticipated by SealedMedia, “Software Developer’s Kit, 2002” (“SealedMedia reference”). Applicants respectfully submit that the Office fails to give full weight of the arguments and the amendments against the cited

art. In particular, Applicants submit that the SealedMedia reference fails to disclose or suggest each and every element of claim 1.

Amended claim 1 recites, in part, "...pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme **and being uniquely associated with the content of the electronic document...**".

In addition to previous amendments and arguments, Applicants submit that the SealedMedia reference teaches away from embodiments of the invention in at least the following fundamental ways:

The SealedMedia reference discloses that a license for a user to view a sealed content belongs to a "content set", **not the content itself**. ("When the administrators of a publisher license content, **they are licensing the content that belongs to the licensed content set and category, not the content itself, effecting a total separation of rights and content**" (emphasis added). Page 6, SealedMedia reference. See also page 11.). In other words, "it is therefore possible to license a content set or category in which there is no sealed content" (Page 6, SealedMedia reference). The Office asserts that the "content of an electronic document" of claim 1 may be interpreted to "the content in a content set" according to the SealedMedia reference. This analogy is flawed because the SealedMedia reference specifically discloses that a license belongs to the content set and the category, not the content itself. Such disclosure and suggestion is directly contrary to the claimed invention. Therefore, SealedMedia reference cannot anticipate claim 1.

Even if page 6 of the SealedMedia reference is interpreted, mistakenly in Applicants' view, to include that the license **belongs to** the content, the SealedMedia reference fails to disclose the content or the default URL linking to the content may be "modified." (Page 9, SealedMedia reference). For example, the SealedMedia reference specifically discloses that "the default URL is sealed with the content and **must therefore be valid in perpetuity...**" (Page 9, SealedMedia reference). In other words, the default URL would still be valid **even if** the license for the content set of the content has already expired.

On the other hand, according to the amended claim 1, the content of the electronic document **is modified** after the electronic document has exceeded the rights management protections. The SealedMedia reference specifically teaches away from any modification of any

reference to the content because the default URL **must be valid in perpetuity**. Therefore, the SealedMedia reference cannot anticipate embodiments of the invention.

Moreover, Applicants disagree with the Office's argument that "publishers can configure any number of different licenses,... New sealed content files can be added... etc." (pages 8 to 9 of the SealedMedia reference) is comparable to the concept of "the content is modified" as recited in claim 1. Nowhere does the SealedMedia reference disclose or suggest that the sealed content itself can be modified. While new sealed content files may be added, such addition does not suggest the previously sealed content files are being modified.

Hence, Applicants respectfully submit that the SealedMedia reference fails to disclose or suggest each and every element of claim 1. Claims 2 to 4 depend from claim 1 and are also patentable over the cited art. Therefore, the rejection of claims 1 to 4 under 35 U.S.C. §102(b) should be withdrawn.

Similarly, independent claims 5, 16, and 19 stand rejected for the reasons set forth in the rejection of claim 1 in the Office action. In this regard, amended claims 5, 16, and 19 recite features including pre-licensing the content of electronic document with a use license. For at least the reasons above, Applicants believe claims 5, 16, and 19, as well as dependent claims 17 to 18, are also patentable over the cited art. Hence, the rejection of claims 5 and 16 to 19 under 35 U.S.C. §102(b) should also be withdrawn.

Amended independent claim 6 recites, in part, "...pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme **and being associated with the content of the electronic document**". In addition to the arguments previously presented in amendments and arguments above, the SealedMedia reference fails to disclose or suggest a use license being associated with the content of the electronic document. As such, the SealedMedia reference cannot anticipate embodiments of the invention as recited by amended claim 6. Claims 7-9 depend from claim 6 and provide additional features to claim 6. As such, the rejection of claims 6-9 under 35 U.S.C. §102(b) should be withdrawn.

Claims 10, 20, and 23 recite similar features as claim 6 and, for at least the same reasons of claim 6, are patentable over the cited art. Therefore, the rejection of claims 10 and 20-23 under 35 U.S.C. §102(b) should be withdrawn.

Furthermore, amended claim 11 recites “pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme **and being associated with the content of the electronic document**, said use license granting access to the content of the electronic document by the user...”

As argued above, the SealedMedia fails to disclose or suggest that the expired sealed content may be replaced automatically with a refreshed copy of the portion of the content of the electronic document such that the electronic document maintains the rights management protections. In fact, the SealedMedia reference specifically teaches away from re-creating the content set under the original sealed content set:

“If you re-create the content set on the server, using the same name, etc. it will have a **different** set of cryptographic keys, so if the Unsealer requests a license for content sealed against the **old** content set, it will retrieve the new, incorrect keys...” (emphasis in original) (SealedMedia reference, page 11).

In addition, when there is no valid license available, the SealedMedia reference specifically discloses or suggests that the “Unsealer displays a **status page** describing why the content cannot be rendered, **with a link to the Default URL**” (emphasis added). (Page 10, SealedMedia reference). Because the Default URL perpetually identifies the content, the above disclosure specifically bars a logical interpretation to argue that the “status page” replaces a portion of the content of the electronic document with a refreshed copy of the portion of the content of the electronic document, as recited in claim 1. That is, based on the disclosure above, the status page includes the Default URL, which links to the content. Therefore, the status page is merely a mask or a cover hiding the content. Hence, the SealedMedia reference cannot anticipate claim 11.

As such, Applicants argue that the SealedMedia reference cannot anticipate embodiments of the invention as recited by amended claim 11 and its dependent claims 12-14. Therefore, rejection of claims 11-14 under 35 U.S.C. §102(b) should be withdrawn.

Claims 15, 24, and 27 recite similar features as claim 11 and, for at least the same reasons of claim 11, are patentable over the cited art. Therefore, the rejection of claims 15, 24, 27, and their corresponding dependent claims 25 and 26, under 35 U.S.C. §102(b) should be withdrawn.

In view of the foregoing, applicants submit that amended independent claims 1-27 are allowable over the cited art.

It is felt that a full and complete response has been made to the Office action and, as such, places the application in condition for allowance. Such allowance is hereby respectfully requested. Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

**The Applicants wish to expedite prosecution of this application. If the Examiner deems the claims as amended to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the claims in condition for allowance.**

Applicants do not believe a fee is due. If, however, the Commissioner determines otherwise, other deficient fees may be charged during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,

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Via EFS